

K20-580

INTERGOVERNMENTAL AGREEMENT

Between the City of New Orleans and the Louisiana Military Department

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**LIST OF ACRONYMS AND
ABBREVIATIONS**

City - The City of New Orleans
LMD - The Louisiana Military Department
LMD Carville - Gillis W. Long Center in Carville, Louisiana
IGA – Intergovernmental Agreement
COOP - Continuity of Operations Planning
CAO - Chief Administrative Officer

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
AND
THE LOUISIANA MILITARY DEPARTMENT**

PURPOSE

This Intergovernmental Agreement (“**IGA**”) shall serve as the agreement between the City of New Orleans (“**City**”) and the Louisiana Military Department (“**LMD**”) for use when natural and/or man-made disasters force the City government to relocate to another location.

This IGA provides the framework within which the City and the LMD will coordinate their respective actions for providing an alternate site at the Gillis W. Long Center in Carville, Louisiana (“**LMD Carville**”) for City officials to conduct business during an emergency situation.

BACKGROUND

The City is required to have an alternate facility that can be utilized during an emergency situation by City officials to conduct mission essential functions. Due to the location of the City in the Gulf Coast Region, it is particularly vulnerable to natural hazards, including hurricanes and flooding. Additionally, the City is susceptible to man-made disasters including terrorism, levee failure and hazardous materials releases. These hazards, as well as others, require the City to have a well-coordinated Continuity of Operations Planning (“**COOP**”) plan.

This IGA is in support of the City's COOP plan and for the alternate facility identified therein, LMD Carville.

LEGAL AUTHORITY

The mayor of the City and the Governor of the State each have the legal authority to proclaim a state of emergency when a disaster appears imminent or has occurred. When a state of emergency is declared, the mayor may order that particular City agencies (including the Mayor's Office), activate their COOP plan and relocate to alternate facilities to perform mission essential functions in order to protect the City and its citizens.

SCOPE

This IGA is intended to cover the usage of LMD Carville by City officials. It will only be activated during an emergency that requires the evacuation of the normal facilities the City uses to conduct business.

CONCEPT OF OPERATIONS

Upon oral or written request from the Mayor of the City, and upon the approval and authorization by the LMD, LMD Carville shall host and provide the City with an alternate site to live and work in order to carry out mission essential functions for the City.

ROLES AND RESPONSIBILITIES OF THE CITY

1. The City will activate their COOP and execute their relocation from their normal work facilities to LMD Carville. The COOP will guide City officials on the necessary items that must be moved and acquired in order to perform mission essential functions while located at LMD Carville.
2. The City will provide administration of this IGA through the Chief Administrative Officer (CAO).
3. The City will coordinate their relocation with designated officials, as designated in this agreement below, at LMD Carville to ensure a smooth transition. City officials will follow transition directions provided by LMD Carville and make every possible effort to integrate into the facility without disrupting the duties being performed by LMD Carville.
4. City officials will reimburse the LMD for costs incurred as a result of the City's occupation of the site, including but not limited to: meals, office supplies, telecommunications, utilities and other expenses.
5. In the event that the LMD Carville janitorial contractors are not available for cleaning, city officials will provide housekeeping for living and work spaces occupied at LMD Carville.
6. The City will pay for any damages or repairs caused by its occupancy.
7. The City will pay forty dollars (\$40.00) per person per day for billeting and three hundred fifty dollars (\$350.00) per day for the two climate controlled office spaces (consisting of two climate controlled office spaces, enough to accommodate up to 40 persons, and access to a shared conference room). Any other space requested by the City will require additional cost payments.
8. The City will ensure that the number of officials billeted and vehicles parked does not exceed the provisions of this IGA, without the written consent of LMD Carville.
9. City Officials will abide by the security and safety rules of LMD Carville.
10. The CAO will be responsible for providing regular information to LMD Carville regarding the duration of the City's temporary occupancy and its potential departure date.
11. The City shall be responsible for contracting for meals and internet communication service for its employees.
12. Upon occupation for the LMD Carville, the City will provide LMD Carville with a by name access roster of City personnel authorized to enter the installation.
13. The City will notify LMD Carville at a minimum of 36-hours' notice before activating the COOP.

ROLES AND RESPONSIBILITIES OF LMD CARVILLE

Upon notification by the City to the Commanding Officer at LMD Carville that an emergency has necessitated the activation of its COOP plan; the LMD will immediately begin preparations to receive incoming City Officials. LMD Carville agrees to timely provide the following to the City:

1. Billeting for up to 40 persons to include beds, linens and toilet/showering facilities.
2. Two climate controlled office spaces, enough to accommodate up to 40 persons.
3. Office furniture to include chairs, tables and, desks.

4. Access to a shared conference room.
5. Parking on campus for approximately 25 vehicles, including those personally owned.
6. A plan for the exigent addition of a burstable T-1 connection from Cox Cable.
7. Prior to the activation of this IGA, LMD Carville will provide a secure climate controlled area with a 110 electrical outlet for the City to house a backup mainframe that can be easily accessible when the City COOP is executed.
8. LMD will use its best efforts to provide the City a reasonable estimate of costs to be incurred during activation of this IGA, based on the information provided by the City.
9. During the period of time the City uses the facilities of LMD Carville as an alternate site, it will be incumbent on the LMD to provide the CAO with weekly updates on the costs being incurred. At any time the City makes a request for additional services or facilities, LMD Carville will provide detailed information on the anticipated costs. This includes any costs incurred for the use of services provided by either military or civilian personnel in order to support the City.

LIAISON BETWEEN THE CITY AND LMD CARVILLE

Liaison between the two parties of this agreement will be critical at all times to ensure a smooth transition, occupation and demobilization. In order to enhance communications, both LMD Carville and the City will designate a primary point of contact that will serve as the lead liaison for the implementation of the IGA. The primary points of contact are:

1. City: Gilbert A. Montaña, Chief Administrative Officer. 1300 Perdido Street, Room 9E06, New Orleans, Louisiana, 70112. Telephone: (504) 658-8600.
2. LMD Carville: Colonel John R. Angelloz, Installation Commander. LMD Carville, Louisiana, 70721. Telephone: (225) 319-4611 or email john.r.angellozjr.nfg@mail.mil.

These primary points of contact may delegate this responsibility as necessary, but will notify the other party of the designee(s) and their contact information.

AMENDMENTS

Any alterations, variations, modifications or waiver of provisions of this IGA shall be valid only when approved by the City and the LMD, duly signed and attached to this original agreement as an amendment.

INSURANCE

Both Parties are public entities whose sole coverage is through self-insurance. Both Parties agree that such self-insurance is sufficient to meet their obligations under this Agreement.

TERMINATION FOR CONVENIENCE

Either party may terminate this agreement at any time by providing written notice at least thirty (30) days in advance to the other party.

TERMINATION FOR CAUSE

Either party may terminate this agreement for cause based upon the failure of the other party hereto to comply with the terms and/or conditions of the agreement; provided that the terminating party shall give the defaulting party written notice specifying the defaulting party's failure. If within thirty (30) days after receipt of such notice, the defaulting party shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceed diligently to complete such correction, the terminating party may, at its option, place the defaulting party or parties in default and the agreement shall terminate on the date specified in such notice.

INITIAL TERM

This agreement shall commence on the effective date of signing and shall continue for a period of twelve (12) months. The agreement will automatically extend for 12 months provided neither party object.

EXECUTION

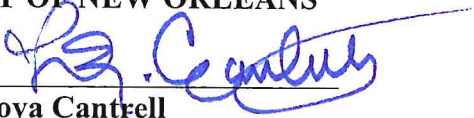
For the faithful performance of the terms of this IGA, the parties, by their authorized representatives in their capacities stated, affix their signatures and agree to be bound by the provisions hereof. The effective date of this IGA shall be completed with the signatures of all required parties and shall terminate twelve (12) months thereafter.

[SIGNATURES CONTAINED ON NEXT PAGE]

[The remainder of this page is intentionally left blank]

APPROVED:

CITY OF NEW ORLEANS


LaToya Cantrell
Mayor

6/17/20
Date

FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Andrew Gregorian

THE MILITARY DEPARTMENT, STATE OF LOUISIANA

22 Ret Owen Monconduit
Brigadier General (Ret.) Owen Monconduit
Deputy Director, Contracting and Purchasing

April 29, 2020
Date